

1. I am over 18 years of age, of sound mind, and otherwise competent to make this Certification. The evidence set out in this Certification is based on my personal knowledge.
2. I am the Contract and Insurance Administrative Specialist for KLJ Engineering, LLC (“KLJ”) which has a principal place of business located at 400 E. Broadway Ave., Ste. 600, Bismarck, ND 58501.
3. I have been employed by KLJ since 2023.
4. KLJ’s business operations include engineering and surveying services.
5. I am one of KLJ’s custodian of records.
6. KLJ provided surveying and engineering services for the construction of Jesse and Mulinda Craig’s lake property located at 22587 Knollwood Lane, Pelican Rapids, Minnesota 56572 (the “Craig Lake Home”).
7. KLJ was served with a Subpoena Duces Tecum in the lawsuit titled *Red River State Bank v. The Ruins, LLC et. al.*, Codington County Circuit Court, South Dakota (Case No. 14-CIV24-68). KLJ responded to the subpoena.
8. Attached as **Exhibit A** are true and correct copies of KLJ’s listing of invoices, the actual invoices, and the executed Professional Services Agreement for the Craig Lake Home.

9. The records attached as **Exhibit A** were made at or near the time of the events set forth therein by myself and other people with knowledge of those matters.
10. It was the regular practice of the business activity to make the records attached as **Exhibit A**.
11. The records attached as **Exhibit A** were kept in the regular course of KLJ's business activity.
12. I certify under penalty of perjury that the foregoing is true and correct.

Executed on 18 day of September, 2025.



[NAME]

Exhibit A
KLJ Engineering, LLC

**Craig Lake Home Invoices and Professional
Services Agreement**

Project Number	Customer	Invoice Currency	Invoice Amount	Balance Due	Bill Through	AR Invoice Number	Invoice Date	Check Number	Application Date
2116-01479	CRAIG HOLDINGS LLC	USD	\$ 1,320.00	\$ -	9/4/2021	10158193	9/17/2021	38783	10/15/2021
2116-01479	CRAIG HOLDINGS LLC	USD	\$ 1,019.50	\$ -	10/2/2021	10159951	10/15/2021	39305	1/12/2022
2116-01479	CRAIG HOLDINGS LLC	USD	\$ 1,781.00	\$ -	10/30/2021	10161460	11/10/2021	39143	12/13/2021
2116-01479	CRAIG HOLDINGS LLC	USD	\$ 3,205.00	\$ -	12/7/2021	10162077	12/7/2021	39330	1/31/2022
2116-01479	CRAIG HOLDINGS LLC	USD	\$ 106.50	\$ -	1/1/2022	10164187	1/13/2022	39473	3/15/2022
2116-01479	CRAIG HOLDINGS LLC	USD	\$ 1,352.00	\$ -	3/5/2022	10166297	3/17/2022	114	4/18/2022
2116-01479	CRAIG HOLDINGS LLC	USD	\$ 1,080.00	\$ -	4/2/2022	10167521	4/15/2022	10280	5/16/2022
2116-01479	CRAIG HOLDINGS LLC	USD	\$ 537.00	\$ -	6/4/2022	10170364	6/17/2022	10486	6/28/2022
			\$ 10,401.00						



Invoice

Invoice Number: 10158193

Invoice Date: 09/17/2021

Invoice Terms: NET 30

Page 1 of 1

To:

CRAIG HOLDINGS LLC
PO BOX 426
FARGO, ND US 58107

Please Remit To

KLJ Engineering LLC
PO Box 4130
Bismarck, ND 58502
Phone: 701.250.5996

Project: 2116-01479
Manager: KOLBINGER, SCOTT A
Professional Services for the Period Ending 09/04/2021

Craig Lake Cabin

Task: 1 Layout

Engineer
Project Manager
Project Assistant

Total: \$1,320.00

Billing Total: \$1,320.00

Current Invoice Amount

\$1,320.00

A late charge will be added to any unpaid invoice balance according to contract terms, with a minimum charge of \$10.00.

Visit us at www.kljeng.com

RRSB-KLJ Engineering LLC SD Subpoena 0024



Invoice

Invoice Number: 10159951

Invoice Date: 10/15/2021

Invoice Terms: NET 30

Page 1 of 1

To:

CRAIG HOLDINGS LLC
PO BOX 426
FARGO, ND US 58107

Please Remit To

KLJ Engineering LLC
PO Box 4130
Bismarck, ND 58502
Phone: 701.250.5996

Project: 2116-01479
Manager: KOLBINGER, SCOTT A
Professional Services for the Period Ending 10/02/2021

Craig Lake Cabin

Task:	1	Layout
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Engineer
GIS Analyst
Project Manager

Total: \$1,019.50

Billing Total: \$1,019.50

Current Invoice Amount

\$1,019.50

A late charge will be added to any unpaid invoice balance according to contract terms, with a minimum charge of \$10.00.

Visit us at www.kljeng.com

RRSB-KLJ Engineering LLC SD Subpoena 0025



Invoice

Invoice Number: 10161460

Invoice Date: 11/10/2021

Invoice Terms: NET 30

Page 1 of 1

To:

CRAIG HOLDINGS LLC
PO BOX 426
FARGO, ND US 58107

Please Remit To

KLJ Engineering LLC
PO Box 4130
Bismarck, ND 58502
Phone: 701.250.5996

Project: 2116-01479
Manager: KOLBINGER, SCOTT A
Professional Services for the Period Ending 10/30/2021

Craig Lake Cabin

Task: 1 Layout

Engineer
Crew Chief
Project Manager
Professional Land Surveyor

Total: \$1,781.00

Billing Total: \$1,781.00

Current Invoice Amount

\$1,781.00

A late charge will be added to any unpaid invoice balance according to contract terms, with a minimum charge of \$10.00.

Visit us at www.kljeng.com

RRSB-KLJ Engineering LLC SD Subpoena 0026



Invoice

Invoice Number: 10162077

Invoice Date: 12/07/2021

Invoice Terms: NET 30

Page 1 of 1

To:

CRAIG HOLDINGS LLC
PO BOX 426
FARGO, ND US 58107

Please Remit To

KLJ Engineering LLC
PO Box 4130
Bismarck, ND 58502
Phone: 701.250.5996

Project: 2116-01479
Manager: KOLBINGER, SCOTT A
Professional Services for the Period Ending 12/07/2021

Craig Lake Cabin

Task: 1 Layout

Engineer
Crew Chief
Project Manager
Engineer in Training
Professional Land Surveyor

Total: \$3,205.00

Billing Total: \$3,205.00

Current Invoice Amount

\$3,205.00

A late charge will be added to any unpaid invoice balance according to contract terms, with a minimum charge of \$10.00.

Visit us at www.kljeng.com

RRSB-KLJ Engineering LLC SD Subpoena 0027



Invoice

Invoice Number: 10164187

Invoice Date: 01/13/2022

Invoice Terms: NET 30

Page 1 of 1

To:

CRAIG HOLDINGS LLC
PO BOX 426
FARGO, ND US 58107

Please Remit To

KLJ Engineering LLC
PO Box 4130
Bismarck, ND 58502
Phone: 701.250.5996

Project: 2116-01479
Manager: KOLBINGER, SCOTT A
Professional Services for the Period Ending 01/01/2022

Craig Lake Cabin

Task: 1 Layout

Project Manager

Total: \$106.50

Billing Total: \$106.50

Current Invoice Amount

\$106.50

A late charge will be added to any unpaid invoice balance according to contract terms, with a minimum charge of \$10.00.

Visit us at www.kljeng.com

RRSB-KLJ Engineering LLC SD Subpoena 0028



Invoice

Invoice Number: 10166297

Invoice Date: 03/17/2022

Invoice Terms: NET 30

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To:

CRAIG HOLDINGS LLC
PO BOX 426
FARGO, ND US 58107

Please Remit To

KLJ Engineering LLC
PO Box 4130
Bismarck, ND 58502
Phone: 701.250.5996

Project: 2116-01479
Manager: KOLBINGER, SCOTT A
Professional Services for the Period Ending 03/05/2022

Craig Lake Cabin

Task: 1 Layout

Survey Technician
Professional Land Surveyor

Total: \$1,352.00

Billing Total: \$1,352.00

Current Invoice Amount

\$1,352.00

A late charge will be added to any unpaid invoice balance according to contract terms, with a minimum charge of \$10.00.

Visit us at www.kljeng.com

RRSB-KLJ Engineering LLC SD Subpoena 0029



Invoice

Invoice Number: 10167521

Invoice Date: 04/15/2022

Invoice Terms: NET 30

Page 1 of 1

To:

CRAIG HOLDINGS LLC
PO BOX 426
FARGO, ND US 58107

Please Remit To

KLJ Engineering LLC
PO Box 4130
Bismarck, ND 58502
Phone: 701.250.5996

Project: 2116-01479
Manager: KOLBINGER, SCOTT A
Professional Services for the Period Ending 04/02/2022

Craig Lake Cabin

Task: 1 Layout

Survey Technician
Professional Land Surveyor

Total: \$1,080.00

Billing Total: \$1,080.00

Current Invoice Amount

\$1,080.00

A late charge will be added to any unpaid invoice balance according to contract terms, with a minimum charge of \$10.00.

Visit us at www.kljeng.com

RRSB-KLJ Engineering LLC SD Subpoena 0030



Invoice

Invoice Number: 10170364

Invoice Date: 06/17/2022

Invoice Terms: NET 30

Page 1 of 1

To:

CRAIG HOLDINGS LLC
PO BOX 426
FARGO, ND US 58107

Please Remit To

KLJ Engineering LLC
PO Box 4130
Bismarck, ND 58502
Phone: 701.250.5996

Project: 2116-01479
Manager: KOLBINGER, SCOTT A
Professional Services for the Period Ending 06/04/2022

Craig Lake Cabin

Task: 1 **Layout**

Engineer
Project Manager

Total: \$537.00

Billing Total: \$537.00

Current Invoice Amount

\$537.00

A late charge will be added to any unpaid invoice balance according to contract terms, with a minimum charge of \$10.00.

Visit us at www.kljeng.com

RRSB-KLJ Engineering LLC SD Subpoena 0031



Miscellaneous Professional Services Agreement

KLJ Project # 2116-01479 Effective Date 8/27/2021

Client Information

Name Craigs Holdings LLC Home # -
Billing Address PO Box 426 Cell # 701-371-9887
City, State, Zip Fargo, ND 58107 Business # 701-232-1355

Authorized By

Name Jesse Craig Home # jcraig@gmail.com
Title Owner Cell # 701-371-9887
Business # 701-232-1355

Project Description Craig Lake Cabin

Detailed Description of Services

Prepare a Site Layout based on files provided by the owner depicting the location of the proposed cabin located at Lot 2, Haugen's Knollwood or 22587 Knollwood Lane, Pelican Rapids. Engineer will also review City/County ordinances for applicable setbacks.

Project Location

Township 137 Range 42 Section 8
City of - County Ottertail State MN
Lot 2 Block - Addition Haugen's Knollwood

Estimated Completion Date of Services Within 14 calendar days of contract execution and delivery to KLJ.

Estimated Fees for Services \$2,000.00 Type Hourly Rates plus Expenses

Special Conditions to be considered

Boundary and topographic survey, grading design, utility design, and construction staking are not included, but available as an additional service.

Other Items

None

TERMS AND CONDITIONS


1. Payment for services is due and payable when billed. Any amount not paid within 30 days will be subject to a late payment charge of 1½% per month. If payment is based upon Hourly Rates plus Expenses and it will be an amount equal to KLJ's Direct Labor Costs times a designated factor for labor, overhead and profit for the services of all KLJ's personnel engaged on the Project, plus Reimbursable Expenses and KLJ's Consultant charges times a factor.
2. Payment for services does not include any agency review fees, submittal fees, filing fees, permit fees, or other such fees. Client will pay all such fees directly.

3. To the fullest extent permitted by law, Client and KLJ (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that KLJ's total liability to Client under this Agreement shall be limited to the total amount of compensation received by KLJ.
4. KLJ agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees (collectively, Client) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the KLJ's negligent performance of professional services under this Agreement and that of its consultants or anyone for whom KLJ is legally liable. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the KLJ, its officers, directors, employees and consultants (collectively, KLJ) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or anyone for whom the Client is legally liable. Neither the Client nor the KLJ shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.
5. Neither Party shall be considered to be in default of this Agreement if delays in or failure of performance are due to forces beyond the reasonable control of the nonperforming Party, the effect of which the nonperforming Party could not avoid by the exercise of reasonable diligence. Such forces include, but are not limited to: fire, acts of God, flood, earthquake, storm, lightning, tornados, epidemic, war, riot, civil disturbance, sabotage, strike, work slowdown, or other labor disturbances, judicial restraint, action or inaction of any Government entity in either its sovereign or contractual capacity, quarantine restrictions, freight embargoes, delays in long lead time items and severe weather. Any changes to the terms of this agreement impacted by a Force Majeure event shall be documented in an Amendment to the Agreement.
6. The project schedule is dependent upon Client and or agency reviews and comments being received in a timely manner. An initial schedule will be submitted when written notice to proceed is received from the Client. The schedule will be updated during the progression of the services as needed.
7. Any files or data provided by KLJ to Client for use on the project are the intellectual property of KLJ. Client agrees that nothing in this Agreement allows Client to modify or reuse KLJ's intellectual property on any other project or for any other use or purpose without written permission from KLJ. Any such use, reuse or modification of KLJ's intellectual property will be at Consultant's sole risk and without liability or legal exposure to KLJ or its officers, directors, or employees. Client shall defend, indemnify and hold KLJ, its officers, directors and employees harmless from any and all damages, liabilities, claims, demands, and causes of action of every kind and character, including costs of litigation and reasonable attorneys' fees, arising out of or resulting from any use, reuse or modification of KLJ's intellectual property.
8. The standard of care for all services performed or furnished by KLJ under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. KLJ makes no warranties, express or implied, under this Agreement or otherwise, in connection with KLJ's services.
9. The parties to this Agreement agree to attempt to resolve any and all unsettled claims, counterclaims, disputes, and other matters in question arising out of or relating to this Agreement or the breach thereof ("Dispute") through direct negotiations between the appropriate representatives of each party. If, within 30 days, such negotiations are not fully successful the parties agree to submit any outstanding issue to nonbinding mediation conducted in accordance with rules and procedures agreed to by the parties. If the Dispute remains unresolved after the mediation, either party may seek to have the Dispute resolved by a court of competent jurisdiction in the county and state where the project is located. The non-prevailing party in any Dispute shall pay all reasonable expenses, including mediator fees, administrative fees, travel expenses, out-of-pocket expenses such as copying, court costs, witness fees and reasonable attorneys' fees.
10. Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement without the prior written consent of the other party.
11. The parties hereto shall comply with applicable laws and regulations.


12. Any notice required to be given hereunder shall be given in writing and either hand-delivered, electronically mailed or mailed with proper postage, prepaid, certified, and return receipt requested. If hand-delivered or electronically mailed any notice shall be effective upon delivery. If mailed, such notice shall be effective on the third business day following mailing. Notices shall be to the attention of the Consultant Contact and KLJ Project Manager listed above.
13. The laws of the state in which the Project is located shall govern this Agreement including the interpretation, and construction thereof. The parties agree that the jurisdiction and venue for any controversy arising out of or relating to this Agreement shall be in the state or federal courts located in the county and state where the project is located.
14. Affirmative Action: KLJ shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.
15. This Agreement and all attachments hereto constitute the entire agreement of the parties and supersedes any and all prior negotiations or understandings, whether written or oral. No subsequent amendment or modification of this Agreement shall be binding on the parties unless it is in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this agreement and the Client hereby authorizes the above-described services to be performed by KLJ Engineering LLC under the above terms and conditions set forth.

Client Craigs Holdings LLC
Date 8/27/21

Signature 
Printed Name Jesse Craig
Title Owner

KLJ Engineering LLC
Date 8/30/2021

Signature 
Printed Name Mark Anderson
Title Vice President